

Law Department

John Hancock Mutual
Life Insurance Company

Pamela A. Memishian
Attorney

John Hancock Place
Post Office Box 111
Boston, MA 02117

(617) 421-6516

3-290-A019
Date 10/17/83
Fee 100.00
ICC Washington, D. C.

October 14, 1983

RECORDATION NO. 12017-18 Filed 1425
OCT 17 1983 -12 05 PM
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
1200 Constitution Avenue, N.W.
Washington, D.C. 20423
Attn.: Room 2303

RECORDATION NO. 12017-F Filed 1425
OCT 17 1983 -12 05 PM
INTERSTATE COMMERCE COMMISSION

Re: Recordation of Document Relating To
Prior Recordations #12017, 12017-A,
12017-B, 12017-C and 12017-D

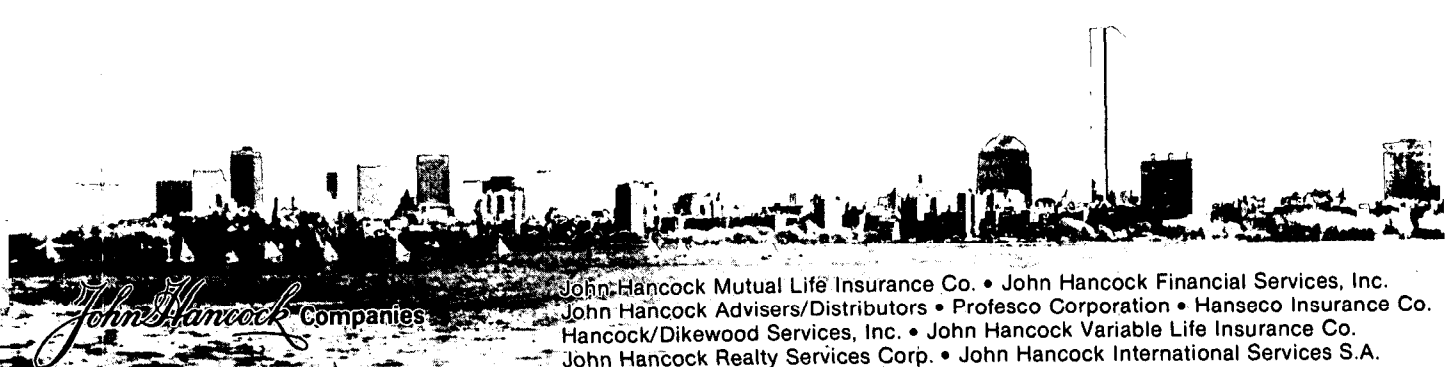
Gentlemen:

Pursuant to 49 U.S.C. §11303, I am enclosing for filing and recordation with the Interstate Commerce Commission an executed original and a certified copy of

- (a) Consent and Agreement; and
- (b) Assignment Agreement.

These two documents relate to a Conditional Sale Agreement, Agreement and Assignment, Lease of Railroad Equipment and Assignment of Lease and Agreement which were previously recorded with the Interstate Commerce Commission on July 18, 1980 and assigned recordation numbers 12017, 12017-A, 12017-B, 12017-C respectively and an Amendment Agreement relating thereto, which was filed with the Interstate Commerce Commission on October 29, 1980, and assigned recordation number 12017-D.

I am also enclosing a check for \$100 payable to the Interstate Commerce Commission as payment of the filing fees in this matter.



John Hancock Companies

John Hancock Mutual Life Insurance Co. • John Hancock Financial Services, Inc.
John Hancock Advisers/Distributors • Profesco Corporation • Hanseco Insurance Co.
Hancock/Dikewood Services, Inc. • John Hancock Variable Life Insurance Co.
John Hancock Realty Services Corp. • John Hancock International Services S.A.

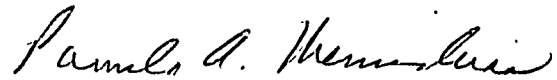
October 14, 1983

Please return the original executed documents, with recordation numbers indicated to:

Pamela A. Memishian, Esq.
John Hancock Mutual Life Insurance Company
P.O. Box 111
Boston, Massachusetts 02117

If you have any questions concerning this filing please call me at (617) 421-6516.

Very truly yours,



Pamela A. Memishian
Attorney

Enclosures

PAM/c

Interstate Commerce Commission
Washington, D.C. 20423

10/17/83

OFFICE OF THE SECRETARY

Pamela A. Memishian
John Hancock Place
P.O.Box 111
Boston, MA. 02117

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **10/17/83** at **12:05pm**, and assigned re-recording number(s). **12017-F & 12017-G**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 12017 F Filed 1425

OCT 17 1983 12 05 PM

INTERSTATE COMMERCE COMMISSION

October 14, 1983

Commonwealth of Massachusetts)
County of Suffolk)

I, Pamela Ann Memishian, a notary public of the Commonwealth of Massachusetts, DO HEREBY CERTIFY that the attached is a true and correct copy of the Consent and Agreement executed by General American Transportation Corporation and John Hancock Mutual Life Insurance Company.

Witness my hand and seal

Pamela Ann Memishian
Notary Public

My Commission Expires: 2/7/86

CONSENT AND AGREEMENT

OCT 17 1983 12 01 PM

INTERSTATE COMMERCE COMMISSION

The undersigned, GENERAL AMERICAN TRANSPORTATION CORPORATION, a New York corporation (hereinafter called the Lessee), the Lessee named in the Lease of Railroad Equipment (hereinafter called the Lease) referred to in that certain Assignment Agreement dated as of April 27, 1983, a copy of which is attached hereto (hereinafter called the Assignment), hereby agrees that:

(1) it will pay all rentals, casualty payments, liquidated damages, indemnities and other moneys provided for in the Lease which constitute Payments (as defined in Paragraph 1 of the Assignment of Lease and Agreement referred to in the Assignment) due and to become due under the Lease or otherwise in respect of the Units (as defined in the Lease) leased thereunder, to the extent such Payments are required to satisfy the obligations of the Lessor under the CSA (as defined in the Lease), directly to John Hancock Mutual Life Insurance Company (hereinafter called the Vendor), the assignee named in the Assignment, on the date such payment is due by bank wire transfer of immediately available funds not later than 12 o'clock noon Boston time to the account of John Hancock Mutual Life Insurance Company, Account No. 535-8416, maintained with the First National Bank of Boston (Attention: National Division-East), Boston, Massachusetts 02110 (or in such other manner as the Vendor may indicate to the Lessee in writing); and any balance shall be paid by the Lessee to the Owner, by bank wire transfer to the account of the Owner (Account No. 195-1107) maintained with Mellon Bank, Mellon Square, Pittsburgh, Pennsylvania or in such other manner as the Owner may indicate to the Lessee in writing) unless and until the Vendor shall otherwise direct the Lessee in writing;

(2) the Vendor shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease as though the Vendor were named therein as the Lessor;

(3) the Vendor shall not, by virtue of the Lease Assignment or this Consent and Agreement, be or become subject to any liability or obligation under the Lease or otherwise; and

(4) the Lease shall not, without the prior written consent of the Vendor, be terminated or modified, nor shall any action be taken or omitted by the Lessee the taking or omission of which might result in an alteration or impairment of the Lease or the Lease Assignment or this Consent and Agreement or of any of the rights created by any thereof.

This Consent and Agreement, when accepted by the Vendor by signing the Acceptance at the foot hereof, shall be deemed to be a contract under the laws of the State of Illinois and, for all purposes, shall be construed in accordance with the laws of said State.

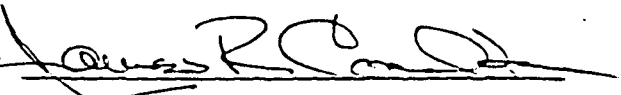
GENERAL AMERICAN TRANSPORTATION
CORPORATION

[Corporate Seal]

Attest:



By



Title

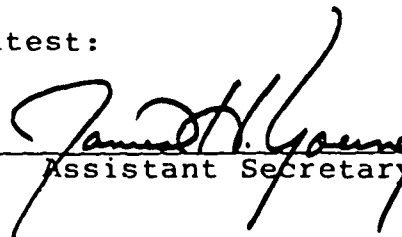
122450000

The foregoing Consent and Agreement is hereby accepted, as of the 27th day of April, 1983.

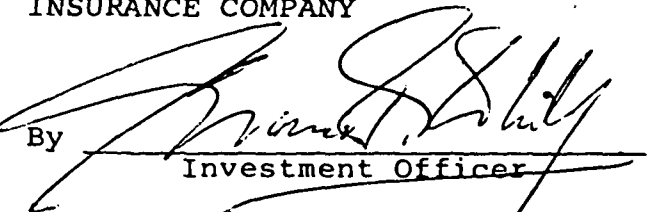
JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY

[Corporate Seal]

Attest:


Assistant Secretary

By


Investment Officer

STATE OF Illinois)
COUNTY OF Cook)SS:

On this 28th day of September, 1983, before me a Notary Public duly commissioned and sworn, personally appeared JAMES R. COULTER, known to me to be a TREASURER of General American Transportation Corporation, and acknowledged to me that he executed the within instrument on behalf of said Corporation with full authority and did so voluntarily for and as the act of said Corporation.

David L. Foley
Notary Public

My commission expires 4/29/84

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

On this 12th day of October, 1983, before me a Notary Public duly commissioned and sworn, personally appeared Erans R. Whitley, known to me to be an Investment Officer of John Hancock Mutual Life Insurance, and acknowledged to me that he executed the within instrument on behalf of the Corporation with full authority and did so voluntarily for and as the act of said Corporation.

Samuel A. Hemenway
Notary Public

My commission expires 2/7/86

ASSIGNMENT AGREEMENT

Dated as of April 27, 1983

By and Between

Public Employees' Retirement Association
of Colorado ("Assignor")

and

John Hancock Mutual Life Insurance Company ("Assignee")

Reference is made to that certain Participation Agreement dated as of July 1, 1980 (the "Participation Agreement") by and among General American Transportation Corporation ("GATC"), Westinghouse Credit Corporation ("WCC"), The Connecticut Bank and Trust Company, as Trustee, ("CBT"), and Public Employees' Retirement Association of Colorado ("Assignor" hereunder).

Reference is also made to that certain Agreement and Assignment dated as of July 1, 1980, by and between GATC and Assignor, as amended by that certain Amendment Agreement dated as of October 15, 1980, which Agreement and Assignment was entered into pursuant to the provisions of the Participation Agreement, and pursuant to which Agreement and Assignment GATC did (among other things) assign to Assignor, its successors and assigns, all of GATC's right, title and interest in and to (i) certain railroad equipment described therein and (ii) that certain Conditional Sale Agreement (excepting only the right to construct and deliver said equipment and the right to receive certain payments specified in subparagraph (a) of the third paragraph of Article 4 thereof and reimbursement for taxes paid by GATC) dated as of July 1, 1980 by and between CBT and GATC.

Reference is also made to that certain Assignment of Lease and Agreement dated as of July 1, 1980, by and between CBT and Assignor, as amended by that certain Amendment Agreement dated as of October 15, 1980, which Assignment of Lease and Agreement was entered into pursuant to the provisions of the Participation Agreement, and pursuant to which Assignment of Lease and Agreement CBT did (among other things) assign to Assignor, and its assignees, (subject only to such exceptions as are specifically set forth therein) all of CBT's right, title and interest, powers, privileges and other benefits under that certain Lease of Railroad Equipment dated as of July 1, 1980, by and between CBT as Lessor and GATC as Lessee.

WHEREAS the aforementioned Conditional Sale Agreement, Agreement and Assignment, Lease of Railroad Equipment, and Assignment of Lease and Agreement, were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on July 18, 1980, at 1:30 p.m., and were assigned recordation numbers 12017, 12017-A, 12017-B, 12017-C, respectively; and

WHEREAS the aforementioned Amendment Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on October 29, 1980, at 3:35 p.m., and was assigned recordation number 12017-D;

NOW, THEREFORE, in consideration of the sum of \$4,043,747.35, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the aforementioned Participation Agreement, Agreement and Assignment (as amended by the aforementioned Amendment Agreement), the railroad equipment described therein, and the aforementioned Assignment of Lease and Agreement (as amended by the aforementioned Amendment Agreement).

IN WITNESS WHEREOF, the Assignor has caused its name to be signed hereto by its duly authorized corporate officer, and its corporate seal affixed hereto and duly attested, as of the day and year first above written.

Assignor:

PUBLIC EMPLOYEES' RETIREMENT
ASSOCIATION OF COLORADO

[Seal]
ATTEST:

By _____

By _____

Title _____

Title _____

The foregoing assignment is hereby accepted as of the 27th day of April, 1983.

Assignee:

JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY

[Seal]
ATTEST:

By _____

By _____

Title _____

Title _____

